



Alaska Marijuana Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Form MJ-29b: License Conversion Application

What is this form?

This form must be used to initiate a license conversion of a marijuana establishment license under 3 AAC 306.047. This license conversion application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-29a: License Conversion Application Checklist**, before a license conversion will be considered by the Marijuana Control Board.

Section 1 – License Conversion Information

Enter information for the licensee and licensed establishment.

Licensee:	Aurora Development Group, Inc	License Number:	15557
Current License Type:	Limited Marijuana Cultivation Facility		
New License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Polychrome Grass		
Premises Address:	1667 Amidon Drive		
City:	Fairbanks	State:	Alaska
		ZIP:	99712-2836
Email:	aurdevcorp@gmail.com		
Local Government:	Fairbanks North Star Borough		
Local Government 2: (if applicable)			

Section 2 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual, their email address, and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and staff
--



Alaska Marijuana Control Board

Form MJ-29b: License Conversion Application

Section 3 – Operating Plan

Read the lines below and sign your initials in the appropriate box to the right of the true statement:

Initials

I certify that there will not be any changes to the operating plan or operating plan supplemental approved by the Marijuana Control Board for this license in the course of this conversion.

☐

I certify that there will be changes to the operating plan in the course of this application and I have submitted Form MJ-29c: License Conversion Operating Plan Change.

☒ N.N

Section 4 – Licensee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that no ownership changes have occurred for this license since the most recent AMCO approval.

☒ N.N

Completed copies of all required documents and fees listed on Form MJ-29a are attached to this form.

☒ N.N

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

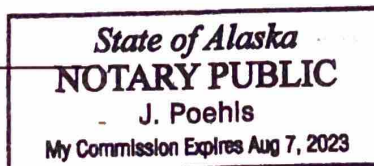
☒ N.N

I agree to provide all information required by the Marijuana Control Board in support of this application.

☒ N.N

As an applicant for a marijuana establishment license conversion, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska.

Natthaphon Navachai

Printed name of licensee

My commission expires:

8/7/2023

Subscribed and sworn to before me this

11th

day of December

2020



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Aurora Development Group, Inc	License Number:	15557		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Polychrome Grass				
Premises Address:	1667 Amidon Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99712-2836

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Natthaphon Navachai
Title:	Director, President, Shareholder, Treasurer

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Concentrates license #27573



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

N.N.

I certify that I am not currently on felony probation or felony parole.

N.N.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

N.N.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

N.N.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

N.N.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

N.N.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

N.N.

I certify that my proposed premises is not located in a liquor licensed premises.

N.N.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

N.N.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

N.N.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

N.N.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

N.N.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

N.N.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

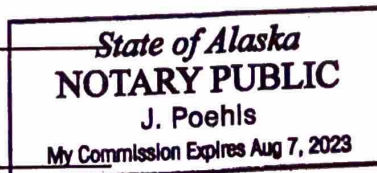
N.N.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Natthaphon Navachai
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires:

8/7/2023

Subscribed and sworn to before me this 11th day of December, 2020.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Aurora Development Group, Inc	License Number:	15557		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Polychrome Grass				
Premises Address:	1667 Amidon Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99712-2836

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Scott Wynne
Title:	Director, Secretary, Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Concentrates license #27573



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



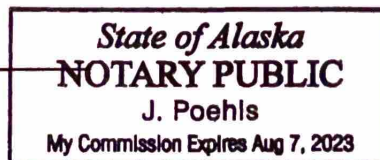
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Scott Wynne

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 8/7/2023

Subscribed and sworn to before me this 11th day of December, 2020.



Alaska Marijuana Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Form MJ-29c: License Conversion Operating Plan Change

What is this form?

This operating plan change form is required for all marijuana establishment licensees seeking to change a licensed marijuana establishment's existing operating plan in conjunction with a marijuana establishment license conversion application. With this form, a licensee may request changes to as much or as little as desired of Form MJ-01 and/or the corresponding operating plan supplemental for the establishment's license type.

Please complete and submit with this form the pages of Form MJ-01 and/or the corresponding operating plan supplemental that contain sections that you are requesting to change. All fields must be completed of any page for which you are requesting changes – upon board approval, the submitted pages will replace those currently on file. If your current, approved operating plan is on an out-of-date version of the forms, you may be required to complete and submit the most recent version of the operating plan forms in their entirety.

The form(s) that I am requesting board approval to change is:

- ☒ Form MJ-01: Marijuana Establishment Operating Plan
- ☒ Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental
- ☐ Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

This form must be completed and submitted to AMCO's main office and approved by the Marijuana Control Board prior to changing existing operations.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Aurora Development Group, Inc	License Number:	15557		
<u>Current</u> License Type:	Limited Marijuana Cultivation Facility				
<u>New</u> License Type	Standard Marijuana Cultivation Facility				
Doing Business As:	Polychrome Grass				
Premises Address:	1667 Amidon Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99712-2836



Form MJ-29c: License Conversion Operating Plan Change

Section 2 – Summary of Changes

Provide a summary of the changes for which you are requesting approval.

Polychrome Grass is requesting to change from a limited cultivation to a standard cultivation.

Changes to the Operating Plan are as follows:

MJ-01:

Page 8, Section 8.1: Change 5 pounds to 10 pounds as per the new AMCO regulations.

MJ-04:

Page 2, Section 4.1: Updated areas under cultivation

Section 3 – Declarations

Read each statement below, and then sign your initials in the corresponding box to the right:

Initials

The proposed changes conform to all applicable public health, fire, and safety laws.



As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

State of Alaska
NOTARY PUBLIC

J. Poehls

My Commission Expires Aug 7, 2023

Notary Public in and for the State of Alaska.

My commission expires: 8/7/2023

Natthaphon Navachai

Printed name of licensee

Subscribed and sworn to before me this 11th day of December, 2020



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. NN
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. NN
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. NN
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). NN

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ✓
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ✓

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Marijuana products will be dried, cured, trimmed, and weighed. Aurora Development Group, Inc. will package bud and flower for sale to a retail marijuana store in a retail and wholesale packaging. A retail packaging will not exceed one ounce for resale to consumers without additional handling by the retail marijuana store. A wholesale packaging will not exceed ten (10) pounds for repackaging by the retail marijuana store. Packaging will comply with MCB regulations concerning difficulty of access for minors, marketing, package markings, labeling for content, and labeling for test results. The packaging will be contamination proof and non toxic. Packaging will not use any printed images that specifically targets persons under 21 years of age and be identified by a tracking label generated by METRC. Once ready for delivery, package tags will be issued and entered into METRC tracking system. Product will be stored in a hard material containers with two combination locks in a locked transport vehicle. A trip manifest will be created prior to each shipment and will accompany marijuana product during delivery.



Section 2 - Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

From seed and/or clones, Aurora Development Group, Inc. will use established methods of indoor gardening, including: aeroponic, natural soil and soil-less methods, conventional, and organic without the use of any chemical pesticides, fungicides, or insecticides. Clones and cutting will be pulled from the mother plant in the Vegetative Room. Clones will be rooted in aeroponic cloners and then moved into pre-mix soil in fabric containers and be placed in vegetative room. The plants will be tagged when they reach 8 inches in height. When the plants reach suitable size and height they will be transferred into the Flower Room to mature and be ready for harvest. When plants are harvested, they will be weighed and entered into METRC. A random homogeneous sample will be selected and sent for testing, by a licensed Marijuana Testing Laboratory, from each harvest batch that has been uniformly dried and cured, in amount set out in 3 AAC 306.455. The entire batch from which the testing samples were selected will be segregated and store in secure, cool and dry location awaiting for the test result in writing. Once a sale is set up, the cannabis will be packaged, sealed, labeled, and tagged. The sealed packages will be placed in totes and the tote will be secured for transport. All such transfers shall be manifested and entered into METRC the same day that such event occurs per 3 AAC 306.435

Section 3 - Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

Initials

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
- c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

NN

NN

NN

Section 4 - Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Polychrom Press' Cultivation facility consists of the following:

Vegetative Room - 10.5' x 17.2' = 180.6 square feet

Flower Room - 18' x 17.2' = 309.6 square feet

Greenhouse/Headhouse - 80' x 24' = 1,920 square feet

Total area under cultivation: 2,410.2 square feet.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Aurora Development Group, Inc	MJ License #:	15557
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Polychrome Grass		
Premises Address:	1667 Amidon Drive		
City:	Fairbanks	State:	Alaska
		ZIP:	99712-2836



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

Natthaphon Navachai

Printed name of licensee

State of Alaska
NOTARY PUBLIC

J. Poehls

My Commission Expires Aug 7, 2023

Notary Public in and for the State of Alaska

My commission expires: 8/7/2023

Subscribed and sworn to before me this 11th day of December, 2020.

DIAGRAM 1, 2 + 3
CULTIVATION LICENSE 4b-15557
CONCENTRATE LICENSE # 27573
AURORA DEVELOPMENT GROUP, INC.

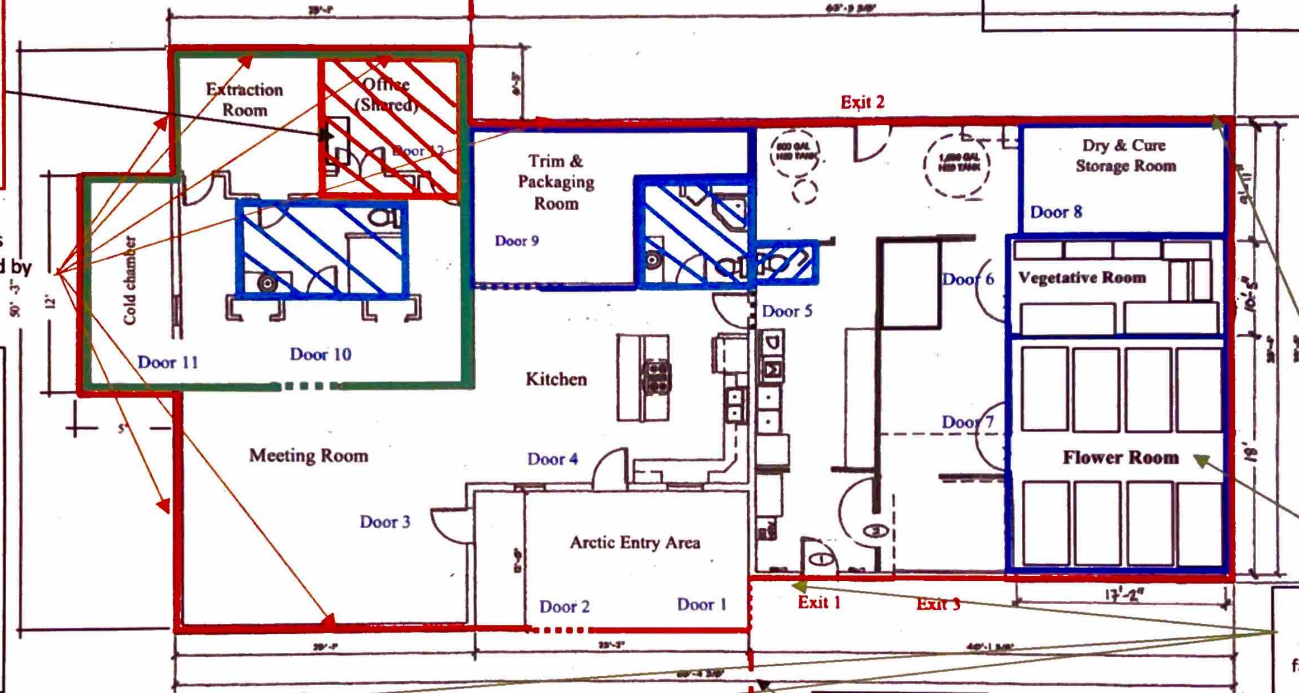
- Proposed Licensed Premises Concentrates
License # 27573, Restricted Access Area
- Un-Restricted Restrooms
- Shared facility office

Red: Cultivation and Restricted Access areas; entire Building and Greenhouse area
Dashed Red: Contiguous licensed premises
Blue: Indoor Grow Rooms, Trim and Packaging Room, Dry, Cure, and storage room,
Green: Concentration, Extraction area

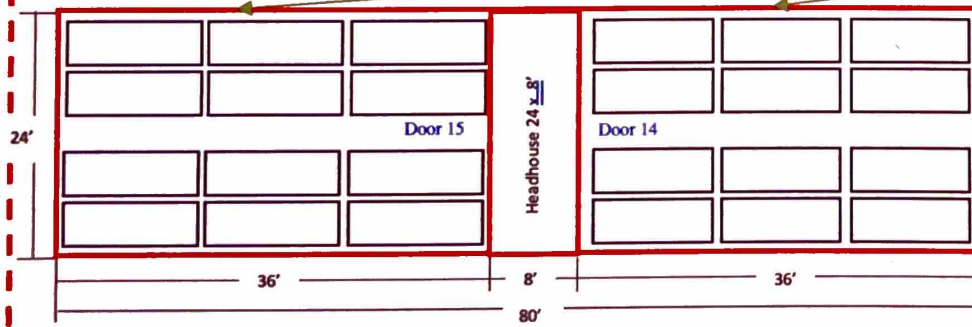
Video Surveillance +
 Recording Equipment
 Storage
 6 months Business
 Record Storage
 manufacturing/
 cultivation

Windows: All windows
 are locked and secured by
 alarm system.

Greenhouse:
 light deprivation,
 ventilation;
 carbon filter odor
 control
 24'x36'x2 = 1,728
 sq. ft.
 Cultivation area
 5'x10'x 24 = 1,200
 sq. ft.



Ventilation and Exhaust Area;
 carbon filters install throughout
 facility and greenhouse and on all
 exhaust ventilations.



- Door 1:** Primary Entrance & Exit to Building
- Door 2:** Entrance & Exit into contiguous licensed premises
- Door 5:** Entrance & Exit into Indoor Cultivation area
- Door 10:** Entrance & Exit into Extraction area
- Door 13:** Entrance & Exit into Greenhouse area
- Exit 1, 2 + 3:** Emergency Exits
- Gate Entry 2:** Secondary Entrance & Exit into contiguous license premises

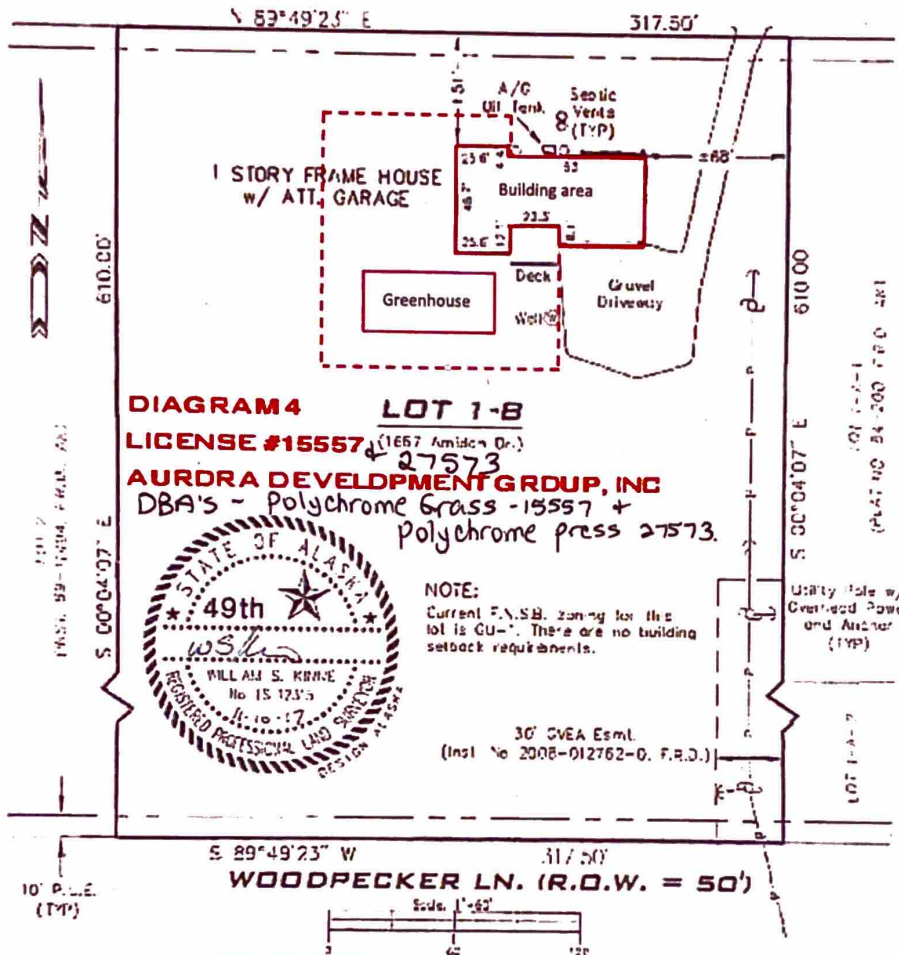
Entire house areas 3,496 sq. ft.
 Indoor cultivation area = 372 sq. ft.
 Entire Greenhouse area = 1,920 sq. ft.
 Greenhouse cultivation area = 1,280 sq. ft.
 Extraction Area = 375 sq. ft. 560 sq. ft.
 Corridor Licensed Premises (fence area) = appx. 5,000 sq. ft.

Fence: metal mesh fence with privacy screen and razor wire

License # 15557 DBA – Polychrome Grass
License # 27573 DBA – Polychrome Press

LOT 1-B, BLOCK 2 LYNDON ACRES SUBDIVISION

AMIDON DR. (R.O.W. = 50')



MORTGAGE LOAN INSPECTION PLOT PLAN

17-089

LOT 1-B, BLOCK 2, LYNDON ACRES SUBDIVISION (Plat No. 76-101, F.R.D., AK)

MORTGAGEE: None

INSPECTED: 11-09-17

MORTGAGOR OR OWNER: Quentin Gehring

DRAWN: 11-09-17 BY: NJM

SCALE: 1" = 60'

CERTIFICATION STATEMENT

This inspection plot is made for and at the instance of Madden Real Estate. I, William S. Kinne, a Registered Land Surveyor in the State of Alaska, hereby certify to the above that I am familiar with the above described property and that the improvements located thereon lie wholly within the property lines and do not overlap onto the property lying adjacent thereto, that no improvements on the property lying adjacent thereto encroach upon the premises in question, and that there are no roadways, transmission lines or any other visible encroachments except as indicated hereon. I further certify that this mortgage's inspection was prepared for identification purposes only for the mortgagee in connection with a new mortgage and is not intended or represented to be a land or property line survey; that no property corners were set; and is not to be used or relied upon for the establishment of any fence, building, or other improvement lines. This survey complies with the ASPLS Mortgage Inspection Survey Standards.

Design
Alaska

W.S. Kinne
WILLIAM S. KINNE, Registered

801 College Road
Fairbanks, AK 99701
(907) 452-1241

Diagram 4

Cultivation
Licensed premises
= proposed Licensed
premises for License #15557
- - - = CONTIGUOUS
- - - LICENSED + proposed
PREMISES /
Right to possession

DIAGRAM & Aerial Photo

LICENSE #6-15557

AURORA DEVELOPMENT GROUP, INC.

DBA POLYCHROME GRASS

or

Polychrome Press License

27573

Amidon Dr

Amidon Dr

Funk Rd

Residence

1667 Amidon Drive

Red box indicates location of Greenhouse.

Red dash line indicates fence area for contiguous licensed premises

□ - proposed licensed premises - concentrates License # 27573

■ - Existing Cultivation License 15557

Blue line indicates approximately 275 ft to nearest house from licensed premises. Lease lot size per survey is 317.5' x 610'

Woodpecker Ln

Woodpecker Ln

Funk Rd

NORTH

500 ft

DIAGRAM 4 Aerial Photo
LICENSE 4b-15557
AURORA DEVELOPMENT GROUP, INC.
DBA: POLYCHROME GRASS

+
polychrome Press License
27573

Amidon Dr

Amidon Dr

Funk Rd

1667 Amidon Drive

Red box indicates location of
Greenhouse.
Red dash line indicates fence
area for contiguous licensed
premises

□ - proposed Licensed
premises - concentrates
License # 27573
■ - Existing
Cultivation License
15557

Blue line indicates
approximately 275 ft to
nearest house from
licensed premises.
Lease lot size per survey
is 317.5' x 610'

Woodpecker Ln

Woodpecker Ln

Funk Rd



NORTH

500 ft



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-07c: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana license conversion applications, per 3 AAC 306.047(c)(10). After initiating an application for license conversion, an applicant must give notice of the application to the public by posting a true copy of form MJ-29b License Conversion Application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1). **The required notice must be completed within the 90 days immediately preceding the submittal of all application requirements and fees.**

This form must be completed and submitted to AMCO's main office before any onsite consumption endorsement application can be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Aurora Development Group, Inc.	License Number:	15557		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Polychrome Grass				
Premises Address:	1667 Amidon Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99712-2836

Section 2 – Certification

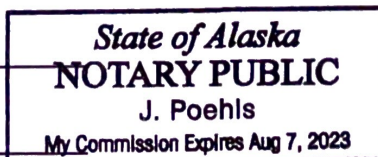
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

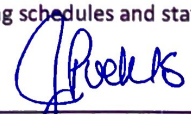
Start Date: 12/15/2020 End Date: 12/25/2020

Other conspicuous location: Post office bulletin board - 646 Rohloff St., Fairbanks, AK 99712

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Natthaphon Navachai
Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: 8/7/2023

Subscribed and sworn to before me this 30th day of December, 2020.



Alaska Marijuana Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Form MJ-08b:

License Conversion Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana license conversion applications with a premises that is located within a local government, per 3 AAC 306.025(b)(3). After initiating a marijuana license conversion application, an applicant must give notice of the application to the public by submitting a true copy of form MJ-29b License Conversion Application to each local government and any community council in the area of the proposed licensed premises for which the endorsement is being applied. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified. The required notice must be completed within the 90 days immediately preceding the submittal of all application requirements and fees.

This form must be completed and submitted to AMCO's main office before any license conversion application may be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license conversion application.

Licensee:	Aurora Development Group, Inc	License Number:	15557		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Polychrome Grass				
Premises Address:	1667 Amidon Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99712-2836

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Fairbanks North Star Borough Date Submitted: 12/14/2020
Name/Title of LG Official 1: April Trickey, CMC/Borough Clerk Name/Title of LG Official 2: Krista Major/Mayors Office

Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Nattaphon Navachai

Printed name of licensee

State of Alaska
NOTARY PUBLIC

J. Poehls

My Commission Expires Aug 7, 2023

Notary Public in and for the State of Alaska

My commission expires: 8/7/2023

Subscribed and sworn to before me this 30th day of December, 2020.

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT

} SS.

Before me, the undersigned, a notary public, this day personally appeared, Richard Harris who, being first duly sworn, according to law, says that he is the Publisher of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500, (iv) holding, a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

05/25/2021, 06/01/2021, 06/08/2021

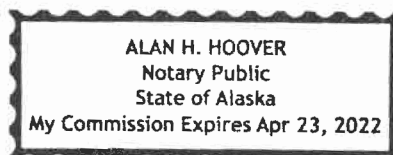
and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



Publisher
Subscribed to and sworn to me this 09th day of June, 2021



Alan Hoover, Notary Public in and for the State Alaska.
My commission expires: April 23, 2022
AP241646-612716-9072313750
JDW COUNSEL
901 PHOTO AVE
ANCHORAGE, AK 99503



612716

Aurora Development Group, Inc., doing business as Polychrome Grass, located at 1667 Amidon Drive, Fairbanks, Alaska 99712 is applying under 3 AAC 306.047 for conversion of a Limited Marijuana Cultivation Facility (3 AAC 306.400)(a)(2), license #15557 to a Standard marijuana Cultivation Facility (3 AAC 306.400)(a)(1).

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Publish: 5-25, 6-1 and 6-8-2021

**PROOF OF POSSESSION FOR
PROPOSED PREMISES**

1. Property Summary from FNSB showing Landlord (Equinox) ownership.
2. Lease / Purchase agreement between Aurora Development Group, Inc. and Equinox Development LLC

Property Summary

back to [Search Page](#)

PAN	PROPERTY PHYSICAL DESCRIPTION - DO NOT RELY ON AS A LEGAL DESCRIPTION	
0139688	LOT 1B BLOCK 2 LYNDON ACRES	
NEIGHBORHOOD	BUSINESS	PROPERTY CLASS
0601 Chena Hot Springs Hills		Residential
MILLAGE GROUP	MOST RECENT MILLAGE RATE	STATUS
0937 Steese Volunteer Fire Service Area	15.8510	TAXABLE
FIRE SERVICE AREA		ADDITIONAL INFORMATION
STEESE VOL FIRE S A		Building Details View Property Location
LAND AREA		
Parcel		
1 4.45 Acres		

OWNER		ADDRESS
NAME	INTEREST	SITUS ADDRESS
EQUINOX DEVELOPMENT LLC,	OWNERSHIP	1667 AMIDON DR 0

Documents

Documents are current as of 12-31-2016

The FNSB provides a link to view the recorded document at the State of Alaska Records Office through the instrument #. Current registered documents **not** showing may be seen at the State of [Alaska Records Office Search page](#). The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

DESCRIPTION	RECORD DATE	BOOK	PAGE	INSTRUMENT #
Warranty Deed	1/9/2018			2018-000353-0
Deed of Trust	12/28/2017			2017-021847-0
Warranty Deed	12/28/2017			2017-021846-0
Deed of Trust	7/26/2017			2017-011454-0
Deed of Trust	2/10/2012			2012-002279-0
Deed of Trust	6/15/2010			2010-009913-0
Utility Easement	6/25/2008			2008-012762-0
Deed of Trust	5/29/2008			2008-010744-0
Warranty Deed	6/28/2007			2007-014439-0

Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428.

YEAR	LAND	STRUCTURES ETC.	FULL VALUE TOTAL	EXEMPTIONS TOTAL	TAXABLE
2017	\$27,474	\$220,102	\$247,576	\$20,000	\$227,576
2016	\$27,474	\$199,453	\$226,927	\$20,000	\$206,927
2015	\$27,474	\$181,672	\$209,146	\$20,000	\$189,146
2014	\$27,474	\$177,302	\$204,776	\$20,000	\$184,776
2013	\$27,474	\$177,302	\$204,776	\$20,000	\$184,776

[Pay Property Taxes by credit card](#)

Tax History (Updated: 04/13/18 03:50 AM AST)

If taxes are delinquent the interest calculation date is: 11/1/2017. All prior year delinquent payments must be made with guaranteed funds.

For payments made after the due dates, please call the FNSB Division of Treasury and Budget at 907-459-1441 for the correct amount.

YEAR	TAX LEVIED	STATE EXEMPTED	FEES	TOTAL DUE	TOTAL PAID	NET DUE
2017	\$3,627.46	\$0.00	\$0.00	\$3,627.46	\$3,627.46	\$0.00
2016	\$3,198.30	\$0.00	\$0.00	\$3,198.30	\$3,198.30	\$0.00
2015	\$2,946.42	\$0.00	\$0.00	\$2,946.42	\$2,946.42	\$0.00
2014	\$2,813.90	\$0.00	\$0.00	\$2,813.90	\$2,813.90	\$0.00
2013	\$2,765.42	\$0.00	\$0.00	\$2,765.42	\$2,765.42	\$0.00

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Lessor and Lessee effective as of the 27 day of January 2021 under that certain Lease originally dated April 10th, 2018, related to the property commonly known as 1667 Amidon Drive, Fairbanks, AK 99712.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. **WHEREAS**, Seller/Landlord and Buyer/Tenant have together executed a prior lease agreement, the subject of which is the aforementioned Property (the "Lease Agreement"). The Buyer / Tenant will be operating a licensed regulated marijuana cultivation facility and a licensed regulated marijuana concentrate manufacturing facility and is entitled to operate other marijuana facility licenses that they may subsequently obtain. The Buyer/Tenant will occupy the residence for residential purposes as well as operate the aforementioned licenses in the garage. The terms of this Lease to Purchase Agreement also allow the Buyer / Tenant to develop and construct other outside cultivation areas or separate structures to house other marijuana facilities with the permission of the Seller / Landlord, whose permission shall not be unreasonably withheld.
2. **Tenant's Conduct**: Buyer/Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums. Buyer/Tenant will be operating cannabis cultivations and a marijuana concentrate manufacturing facility and is responsible for meeting regulations as required under law.
3. **Recording of Agreement**: Buyer/Tenant shall not record this Option to Purchase Agreement on the Public Records of any public office without the express and written consent of Seller/Landlord, with the exception of disclosures that may be required to obtain an Alaska Marijuana Facility License.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

Lessor:

Equinox Development LLC

By:  _____

Lessee:

Aurora Development Group, Inc.

By:  _____

LEASE TO PURCHASE OPTION AGREEMENT

This Lease to Purchase Option Agreement ("Option to Purchase Agreement") is made on April 10, 2018 [month, day, year] between Equinox Development LLC (the "Seller/Landlord") and Aurora Development Group, Inc. (the "Buyer/Tenant").

WHEREAS, Seller/Landlord is the fee owner of certain real property being, lying and situated in Fairbanks North Star Borough (County), Alaska, such real property having a street address of: 1667 Amidon Drive, Fairbanks, AK 99712 (the "Property").

WHEREAS, Seller/Landlord and Buyer/Tenant have together executed a prior lease agreement, the subject of which is the aforementioned Property (the "Lease Agreement").

The Buyer / Tenant will be operating a licensed regulated marijuana cultivation facility and is entitled to operate other marijuana facility licenses that they may subsequently obtain. The Buyer/Tenant will occupy the residence for residential purposes as well as operate a licensed marijuana cultivation operation in the garage. The terms of this Lease to Purchase Agreement also allow the Buyer / Tenant to develop and construct other outside cultivation areas or a separate structures to house other marijuana facilities with the permission of the Seller / Landlord, whose permission shall not be unreasonably withheld.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/ Landlord hereby grants to Buyer/Tenant an exclusive option to purchase the aforementioned "Property." The parties hereto hereby agree as follows:

1. **Term:** Term of this lease shall be from April 1, 2018 to December 31, 2025, unless option to purchase is exercised on or after January 1, 2021.

2. **Security Deposit:** A security deposit of \$1,000.00 will be collected upon execution of this agreement.

3. **Rent:**

Rent for the year of 2018: will be abated due to need to build out the residence to meet needs of the business operations of the Buyer / Seller's limited marijuana cultivation.

Rent for the year of 2019, payments commence Apr. 1, 2019: for the year of 2019, payments shall be made in monthly installments at the first of the month equaling \$8,300.00 per month.

Rent for the year of 2020, payments commence Jan. 1, 2020: for the year of 2020, payments shall be made in monthly installments due at the first of the month equaling \$9,300.00.

Rent for the year of 2021, payments commence Jan. 1, 2021: for the year of 2021, payments shall be made in monthly installments due at the first of the month equaling \$10,300.00.

Rent for the year of 2022, payments commence Jan. 1, 2022: for the year of 2022, payments shall be made in monthly installments due at the first of the month equaling \$11,300.00.

Rent for the year of 2023, payments commence Jan. 1, 2023: for the year of 2023, payments shall be made in monthly installments due at the first of the month equaling \$12,300.00.

Rent for the year of 2024, payments commence Jan. 1, 2024: for the year of 2024, payments shall be made in monthly installments due at the first of the month equaling \$13,300.00.

Rent for the year of 2025, payments commence Jan. 1, 2025: for the year of 2025, payments shall be made in monthly installments due at the first of the month equaling \$14,300.00.

Tenant may exercise the purchase option, at its sole discretion, in January 2021 or thereafter. Buyer/Tenant shall give Seller/Landlord thirty (30) days' notice of intention to exercise purchase option. Should Buyer/Tenant not elect the purchase option in January 2021, Buyer/Tenant shall have the continuing option to purchase the building, from January 2021 moving forward through the option period ending January 31, 2025. Buyer/Tenant shall pay Landlord the rents as specified above during said term, each payable monthly on the first day of each month in advance at such place as the parties may from time to time specify by written notice to the parties.

In the event option to purchase is not exercised: Rent for the remainder of the Term, or until option to purchase is exercised, Buyer/Tenant continue to pay in rent, on the first of the month, as specified above.

4. **Utilities and Services:** During the first year of the lease, from April 1, 2018 through March 31, 2019 Seller / Landlord shall at its expense provide the following utilities or services:

- Electricity, not to exceed \$4,800
- Internet / Cell Phone Hot Spot (GCI), not to exceed \$3,600
- Water, not to exceed \$2,400
- Heating Fuel, not to exceed \$2,400
- Boiler, Hot Water, plumbing repair and maintenance as required, not to exceed \$1,000

5. **For Years Two and beyond, beginning April 1, 2018,** Buyer/Tenant shall at its own expense provide the following utilities or services: Buyer/Tenant must pay promptly as they become due all charges for furnishing:

- Electricity, Internet / Cell Phone Hot Spot, any Cable / Dish TV, Water and Heating Fuel

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption--and any other inability on Landlord's part to fulfill Landlord's lease obligations resulting from any such cause--will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render Landlord liable to Buyer/Tenant for damages, or relieve Buyer/Tenant from performing Tenant's lease obligations.

6. **Buyer/Tenant further agrees that:**

a) **Condition of Premises:** Upon the expiration of the Lease it shall return possession of

the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Buyer/Tenant shall commit no waste to the leased premises.

b) **Assignment or Subletting:** Buyer/Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.

c) **Alterations:** Buyer/Tenant will make modifications to the garage area to support a cannabis cultivation operation.

d) **Compliance with Law:** Buyer/Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises.

e) **Tenant's Conduct:** Buyer/Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums. Buyer/Tenant will be operating a cannabis cultivation and is responsible for meeting regulations as required under law.

f) **Pets:** Buyer/Tenant may have a maximum of two dogs and two cats.

g) **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach. Notwithstanding the forgoing; during any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Buyer/Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises. If Buyer/Tenant has abandoned the property, Landlord shall contact the Alaska Marijuana Control Office (AMCO). Under no circumstances may Landlord remove marijuana from the facility.

7. **Option to Purchase.** Buyer/Tenant may exercise the purchase option, at is sole discretion, in January 2021 or thereafter. Buyer/Tenant shall give Seller/Landlord thirty (30) days' notice of intention to exercise purchase option. Should Buyer/Tenant not elect the purchase option in January 2021, Buyer/Tenant shall have the continuing option to purchase the building, but until that option is exercised, from January, 2021 moving forward, Buyer/Tenant shall pay Landlord the annual rent as previously specified during said term, each payable monthly on the first day of each month in advance at such place as the parties may from time to time specify by written notice to the parties.

In the event option to purchase is not exercised: Rent for the remainder of the Term, or until option to purchase is exercise, Buyer/Tenant continue to pay in rent, on the first of the month, as specified above.

Option may only be exercised by Buyer/Tenant if Buyer/Tenant is current in rental payments.

8. **Notice required to exercise option.** To exercise the Option to Purchase, the Buyer/ Buyer/Tenant must deliver to the Seller/Landlord written notice of Buyer/Tenant's intent to purchase. In addition, the written notice must specify a valid closing date. The closing date must

occur before the original expiration date of the Lease Agreement, or the date of the expiration of the Option to Purchase Agreement designated in paragraph 1, whichever occurs later.

9. **Option consideration.** As consideration for this Option to Purchase Agreement, the Buyer/Tenant shall pay the Seller/Landlord a non-refundable fee of \$ 10.00, receipt of which is hereby acknowledged by the Seller/Landlord. This amount shall be credited to the purchase price at closing if the Buyer/Tenant timely exercises the option to purchase, provided that the Buyer/Tenant: (a) is not in default of the Lease Agreement, and (b) closes the conveyance of the Property. The Seller/Landlord shall not refund the fee if the Buyer/Tenant defaults in the Lease Agreement, fails to close the conveyance, or otherwise does not exercise the option to purchase.

10. **Purchase price.** Provided that the Buyer/Tenant timely executes the option to purchase and is not in material default of the Lease Agreement, Seller/Landlord shall credit towards the purchase price at the time of closing 100% of the sum of from each monthly lease payment from the previous two years that the Buyer/Tenant timely made. Buyer/Tenant shall pay all closing costs. As of the date of January 1, 2021, the total purchase price for the Property will be \$592,690.00. The prior two years of lease payments will equal \$196,600. In the event the purchase option is timely noticed, the full \$196,600 of lease payments shall be credited towards the purchase price, which would leave the remaining balance of the purchase price to be approximately \$396,090.00, which will be due at the time of closing..

a) Should Buyer/Tenant elect to purchase the property on a date later than the date of January 1, 2021, the applicable amount of the monthly rent to be credited towards the purchase shall be reduced to only 50% of the value of the rent payments paid after January 1, 2021.

11. **Exclusivity of option.** This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Buyer/Tenant attempt to assign, convey, delegate, or transfer this option to purchase without the Seller/Landlord's express written permission, any such attempt shall be deemed null and void.

12. **Closing and settlement.** Seller/Landlord shall determine the title company at which settlement shall occur and shall inform Buyer/Tenant of this location in writing. Buyer/Tenant agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Buyer/Tenant. The only expense related to closing costs apportioned to Seller/Landlord shall be the pro-rated share of the ad valorem taxes due at the time of closing, for which Seller/Landlord is solely responsible.

13. **Financing disclaimer.** The parties acknowledge that it is impossible to predict the availability of obtaining financing towards the purchase of this Property. Obtaining financing shall not be held as a condition of performance of this Option to Purchase Agreement. The parties further agree that this Option to Purchase Agreement is not entered into in reliance upon any representation or warranty made by either party.

14. **Remedies upon default.** If Buyer/Tenant defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Buyer/Tenant shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Buyer/Tenant must comply with all terms and conditions of the Lease Agreement.

15. **Commission.** No real estate commissions or any other commissions shall be paid in connection with this transaction.

16. **Recording of agreement.** Buyer/Tenant shall not record this Option to Purchase Agreement on the Public Records of any public office without the express and written consent of Seller/Landlord.

17. **Acknowledgments.** The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Option to Purchase Agreement.

18. **Timing.** Time is of the essence in this Agreement.

19. **Governing law and venue.** This Option to Purchase Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska. The parties further agree that the venue for any and all disputes related to this Option to Purchase shall be 4th Judicial District, Fairbanks North Star Borough, Alaska.

20. **Option to purchase controlling.** In the event a conflict arises between the terms and conditions of the Lease Agreement and the Option to Purchase Agreement, the Option to Purchase Agreement shall control.

21. **Entire agreement; modification.** This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Option to Purchase Agreement, nor any waiver of any rights under this Option to Purchase Agreement, will be effective unless in writing signed by the party to be charged.

SELLER/LANDLORD:
Equinox Development LLC

Signature: 

Printed Name: Joseph Notkin

Title: Manager Member

Equinox Development LLC


Signature: 

Printed Name: Natthaphon Navachai

Title: Member

Equinox Development LLC

BUYER/TENANT:
Aurora Development Group, Inc.

Signature: 

Printed Name: Joseph Notkin

Title: President

Aurora Development Group, Inc.

Signature: 

Printed Name: Scott Wynne

Title: Secretary

Aurora Development Group, Inc.